



Health Services
LOS ANGELES COUNTY

April 13, 2009

**Los Angeles County
Board of Supervisors**

Gloria Molina
First District


Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

TO: Each Supervisor

FROM: John F. Schunhoff, Ph.D. 
Interim Director

SUBJECT: NOTIFICATION OF DEPARTMENT OF HEALTH SERVICES' USE OF DELEGATED AUTHORITY TO EXECUTE AN AMENDMENT TO AGREEMENT WITH INTERCARE HEALTH SYSTEMS, INC. dba CITY OF ANGELS MEDICAL CENTER FOR THE DELEGATION OF DUTIES AND ASSIGNMENT OF RIGHTS OF AGREEMENT TO SUCCESS HEALTHCARE 1, LLC dba SILVER LAKE MEDICAL CENTER

John F. Schunhoff, Ph.D.
Interim Director

Robert G. Splawn, M.D.
Interim Chief Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: 213-240-8101
Fax: 213-481-0503

www.dhs.lacounty.gov

*To improve health
through leadership,
service and education*

This is to advise your Board that the Department of Health Services (DHS) is exercising its delegated authority, approved on June 12, 2007 (attached for your reference), to execute amendments to DHS contracts for contract assignments resulting from acquisitions, mergers, or other changes in ownership that do not impact the general contractual terms or payment provisions, subject to review and approval by County Counsel and the Chief Executive Office and notification to the Board.

This Amendment will allow the Department to execute the delegation and assignment of Intercare Health Systems, Inc. dba City of Angels Medical Center duties and rights under U.S. Department of Health and Human Services Funds Hospital Preparedness Program Agreement No. H-702822 to Success Healthcare 1, LLC dba Silver Lake Medical Center (Success) effective November 18, 2008.

County Counsel and the Chief Executive Office have reviewed and approved the documents for the Assignment and Delegation. Both offices have also reviewed and approved the above-mentioned Amendment as to form.

If you have any questions or need additional information, please let me know.

JFS:eh

Attachment

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



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June 12, 2007

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Los Angeles County
Board of Supervisors

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

32

JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVAL OF DELEGATED AUTHORITY TO THE
DEPARTMENT OF HEALTH SERVICES TO EXECUTE
AMENDMENTS FOR CONTRACT ASSIGNMENTS AND
DELEGATIONS AND CONTRACTORS' NAME CHANGES
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Bruce A. Chernof, MD
Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

Robert G. Splawn, MD
Senior Medical Director

Delegate authority to the Director of Health Services, or his designee, to execute amendments to Department of Health Services' (DHS or Department) contracts, substantially similar to Exhibit I for contract assignments resulting from acquisitions, mergers, or other changes in ownership, and substantially similar to Exhibit II for contractors' name changes, subject to review and approval by County Counsel and the Chief Administrative Office and notification to the Board offices.

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Los Angeles, CA 90012

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In an effort to reduce Board agenda actions resulting from acquisitions, mergers, or other changes in ownership, or contractors' name changes, that do not impact the general contractual terms or payment provisions, the Department is seeking delegated authority to execute related amendments to reflect the correct legal entity and responsibilities of the parties when ownership changes occur, or acknowledge a contractor's name change, subject to review and approval by County Counsel and the Chief Administrative Office and notification to the Board offices.

FISCAL IMPACT/FINANCING:

There is no fiscal impact as a result of this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Currently, all contract assignments resulting from mergers, acquisitions, or other changes in ownership, and contractors' name changes amendments are presented as an agenda item for your Board's approval. Under the recommended action, DHS will use delegated authority to execute such amendments.



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The Honorable Board of Supervisors
June 12, 2007
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DHS will continue to conduct an analysis of mergers and acquisitions as required under the Evaluation of Vendors/Contractors Engaged in Mergers or Acquisitions Board policy to determine the appropriateness of continuing to contract with a vendor which has changed its corporate status or merged with or been acquired by another company.

County Counsel has approved Exhibits I and II as to form.

CONTRACTING PROCESS:

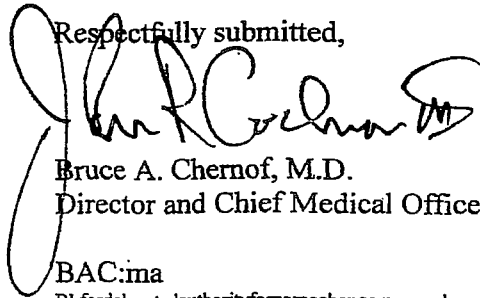
Not applicable on this action.

IMPACT ON CURRENT SERVICE (OR PROJECTS):

Approval of the recommended action will expedite the Department's execution of these amendments to ensure that contract documents reflect the appropriate contractor name and business status.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:ma
BLfordelegatedauthorityfornamechange.ma.wpd

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

EXHIBIT I

Contract No. _____

AMENDMENT FORMAT FOR MERGERS AND ASSIGNMENTS: DELEGATION
OF DUTIES AND ASSIGNMENTS OF RIGHTS OF AGREEMENT

Amendment No. _____

THIS AMENDMENT is made and entered into this _____ day
of _____, _____,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

(hereafter "Assignor")

and

(hereafter "Assignee").

WHEREAS, on _____, County and _____
entered into a "_____ SERVICES AGREEMENT",
further identified as County Agreement No. H_____, and any
amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, Paragraph ____, ASSIGNMENT AND DELEGATION, of
Agreement prohibits Assignor from delegating its duties or
assigning its rights thereunder without the prior written consent
of County; and

WHEREAS, it is the desire of the parties hereto to delegate
the duties and assign the rights under Agreement, from Assignor to
Assignee.

NOW, THEREFORE, the parties hereto agree as follows:

1. All rights and responsibilities under Agreement ~~[To be clarified for each assignment, including but not limited to audit exceptions and other fiscal obligations. For mergers see Paragraph 4 below.]~~ have been assigned and delegated by Assignor to Assignee, effective _____.

2. County hereby consents to such assignment and delegation.

3. Assignor and Assignee have heretofore separately prorated between themselves, to the extent necessary, any monthly payment due and paid under this Agreement prior to _____.

4. ~~[For Mergers Only]~~ Effective _____, the purpose of this Amendment shall be interpreted according to the following statement of purpose: It is intended to effectuate and implement the merger of _____ and _____, as requested by these entities, whereby _____ will cease to exist as a separate entity and will be merged within the new entity, _____. County consents to the merger with the understanding, as set forth herein, that the quantity and quality of services previously provided separately by _____ will not be diminished and that the new entity will be fiscally responsible for all of _____ obligations, past, present, and future.

In particular, and without in any way limiting the scope to the

financial obligations assumed, _____ understands and agrees (1) that it will be entirely responsible for any and all audit exceptions applied at any time against the previous entity, _____ through any of its agreements with County or any department thereof, whether assessed by federal, state, or County audit(s); and (2) that these audit exceptions may arise and become payable after the effective date of the merger and the cessation of existence of _____. The parties agree that all applicable review and dispute resolution procedures under the contract shall apply.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Approval of Assignment of Agreement Amendment to be subscribed by its Director of Health Services,

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and _____ and _____ have caused the same to be subscribed in its respective behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

Assignor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

Assignee

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

amendmentdelegationofdutiesandassignment.wpd

DELEGATION OF DUTIES AND ASSIGNMENT
OF RIGHTS OF AGREEMENT
AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this _____ day of _____, 2009,

| | |
|----------------|---|
| by and between | COUNTY OF LOS ANGELES (hereafter "County"), |
| and | INTERCARE HEALTH SYSTEMS, INC. dba CITY OF ANGELS MEDICAL CENTER (hereafter "Assignor") |
| and | SUCCESS HEALTHCARE 1, LLC dba SILVER LAKE MEDICAL CENTER (hereafter "Assignee") |

WHEREAS, on April 1, 2007, County and Contractor entered into a "HOSPITAL PREPAREDNESS PROGRAM BASIC AGREEMENT", herein further identified as County Agreement No. H-702822 and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, Paragraph 32, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, prohibits Assignor from delegating its responsibilities or assigning its rights thereunder without prior written consent of County; and

WHEREAS, it is the desire of the parties hereto to delegate the duties and assign the rights under Agreement, from Assignor to Assignee; and

WHEREAS, on November 18, 2008, Intercare Corporation signed a definitive agreement to sell its hospital and certain assets to Success, a separate legal entity;

NOW, THEREFORE, the parties hereto agree as follows:

1. All rights and responsibilities under Agreement have been

assigned and delegated by Assignor to Assignee retroactive to November 18, 2008.

2. County hereby consents to such assignment and delegation under delegated authority approved by the County's Board of Supervisors on June 12, 2007.

3. Assignor and Assignee have heretofore separately prorated between themselves, to the extent necessary, any monthly payment due and paid under this Agreement as of November 18, 2008.

4. Paragraph 21, NOTICES, Sub-paragraph B shall be revised to read as follows:

"21. NOTICES:

B. Notices to Contractor shall be addressed as follows:

Silver Lake Medical Center
1711 West Temple Street
Los Angeles, California 90026
Attention: Howard B. Koslow

5. Except as provided in this Amendment, all terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment of Delegation of Duties and Assignment of Rights of Agreement to be subscribed by its

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Director of Health Services, and Intercare and Success Corporation,
have caused the same in their respective behalfs by their respective
duly authorized officers, the day, month, and year first above
written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director

INTERCARE HEALTH SYSTEMS, INC. dba CITY OF
ANGELS MEDICAL CENTER

Assignor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

SUCCESS HEALTHCARE 1, LLC dba SILVER LAKE
MEDICAL CENTER

Assignee

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES
CONTRACTS AND GRANTS DIVISION